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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

T.K.B. SHIPPING A/S,

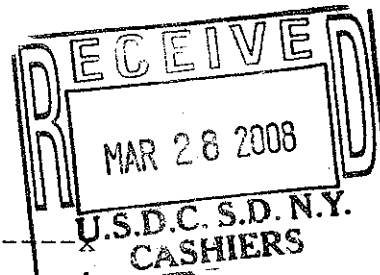
Plaintiff,

-against-

CABOMUNDO SHIPPING LINE TRANSPORTES :  
MARITIMOS S.A., :

Defendant. :

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: ECF

: VERIFIED COMPLAINT

Plaintiff, T.K.B. SHIPPING A/S, (hereinafter referred to as "Plaintiff"), by and through its attorneys, Cardillo & Corbett, as and for its Verified Complaint against the Defendant, CABOMUNDO SHIPPING LINE TRANSPORTES MARITIMOS S.A., (hereinafter referred to as "Defendant"), alleges, upon information and belief, as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.

THE PARTIES

2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and existing under the laws of a foreign country with an address at Strandvejen 102B, 2900 Hellerup, Denmark.

3. At all material times, Plaintiff was the disponent owner of the M/V "CARINA" (hereinafter the "Vessel").

4. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of the laws of a foreign country with an address at Rua Alvaro Casteloes, 821 4 Sala 4.3, Matosinhos, Portugal 4450-043, and was at all material times the charterer of the Vessel.

THE UNDERLYING CHARTER PARTY

5. By a time charter party dated January 7, 2005, Plaintiff let and Defendant hired the Vessel for a trip from Brazil to Cape Verde (the "Charter Party").

THE ARBITRATION AWARDS IN FAVOR OF PLAINTIFF

6. Defendant wrongfully deducted \$28,068.90, from hire which Defendant failed to pay when demand was made by Plaintiff. As a result, Plaintiff commenced arbitration in London as provided by Clause 19 of the Charter Party.

7. The sole arbitrator found Defendant liable to Plaintiff for the outstanding balance of hire and issued a

Final Arbitration Award dated April 2, 2007, ordering Defendant to pay Plaintiff the sum of \$28,068.90, plus interest at the rate of 7% per annum, compounded every three months from May 9, 2005 until payment of the award, and initial costs of £2,185 (US \$4,369.10).

8. On August 22, 2007, the sole arbitrator issued his Final Award on Costs by which he ordered Defendant to pay Plaintiff's costs of £3,460 (US \$6,918.57), which amount is exclusive of the prior costs awarded in the Final Arbitration Award, plus interest thereon at the rate of 7% per annum compounded quarterly from April 2, 2007.

9. The total amount due and owing to Plaintiff from Defendant to date under the two arbitration awards is \$47,332.40.

10. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A. Principal claim:	\$ 47,332.40
B. 1 year interest:	\$ 3,786.59
Total:	\$ 51,118.99

DEFENDANT NOT FOUND WITHIN THE DISTRICT

11. Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant

has, or will have during the pendency of this action, property within this District and subject to the jurisdiction of this Court, held in the hands of garnishees including, but not limited to, ABN Amro Bank NV, American Express Bank, Banco Popular, Bank Leumi, Bank of America, Bank of China, Bank of Communications Co. Ltd. New York Branch, Bank of New York, Barclays Bank, BNP Paribas, Calyon, Citibank, Commerzbank, Deutsche Bank, HSBC (USA) Bank, J.P. Morgan Chase, Standard Chartered Bank, Societe Generale, UBS AG and/or Wachovia Bank, which are believed to be due and owing to Defendant.

12. Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of Defendant held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over Defendant, and to secure Plaintiff's claims as described above.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint;

B. That since Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all tangible or intangible property in whatever form or any other funds held by any garnishee, including, but not limited to, ABN Amro Bank NV, American Express Bank, Banco Popular, Bank Leumi, Bank of America, Bank of China, Bank of Communications Co. Ltd. New York Branch, Bank of New York, Barclays Bank, BNP Paribas, Calyon, Citibank, Commerzbank, Deutsche Bank, HSBC (USA) Bank, J.P. Morgan Chase, Standard Chartered Bank, Societe Generale, UBS AG and/or Wachovia Bank, which are due and owing to Defendant, in the amount of \$51,118.99 to secure Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Rule B answer the matters alleged in the Complaint;

C. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof; and

D. That Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: New York, New York  
March 28, 2008

CARDILLO & CORBETT  
Attorneys for Plaintiff  
T.K.B. SHIPPING A/S

By: 

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ATTORNEY'S VERIFICATION

State of New York )  
 ) ss.:  
County of New York)

1. My name is James P. Rau.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am a partner in the firm of Cardillo & Corbett, attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Sworn to this 28<sup>th</sup> day  
of March, 2008

James P. Rau

**TULIO R. PRIETO**  
**Notary Public, State of New York**  
**No. 02PR6070011**  
**Qualified in Richmond County**  
**Certificate Filed in New York County**  
**Commission Expires February 19, 2010**